

Exhibit A

07/23/2015
08:58:35

Marion County Circuit Clerk's Office
Docket Entries for case CK-24-2015-C-135
Style: Travis J. Kinney

Page: 1

Resolute FP US., Inc.
v.
Judge: Judge Michael J. Aloia

Seq	Date	Description
1	06/17/2015	Complaint: Case Filed by Karl J Kolenich
		1 Complaint - Plaintiff's Complaint
		2 Coversheet
		3 Transmittal
		4 Summons
2	06/17/2015	Other: C/F SUMMONS TO DEF. RESOLUTE FP US., INC. FORWARDED TO SOS FOR SERVICE
		1 C/F SUMMONS TO DEF. RESOLUTE FP US., INC. FORWARDED TO SOS FOR SERVICE
3	07/20/2015	Amended Complaint: Amended Complaint - Amended Complaint
		1 Amended Complaint - Plaintiff's Amended Complaint
		2 Coversheet
		3 Transmittal

IN THE CIRCUIT COURT OF MARION COUNTY, WEST VIRGINIA

TRAVIS J. KINNEY

Plaintiff,

v.

CASE NUMBER:

RESOLUTE FP US, INC.

Defendant.

COMPLAINT

Now comes the Plaintiff, Travis Kinney, and for his cause of action against the Defendant Resolute FP US, Inc. states and alleges as follows, to-wit:

PREFACE

1. Plaintiff, Travis Kinney (hereinafter referred to as "Plaintiff" or "Plaintiff Kinney") is an adult individual and resident of the state of West Virginia.
2. Based upon information and belief, Defendant Resolute FP US, Inc. (hereinafter referred to as "Defendant" or "Defendant Resolute") is a foreign corporation licensed and authorized to do business in the state of West Virginia and does actively and systematically conduct, contract and transact business in West Virginia; Defendant Resolute has a principal office address located at 5300 Cureton Ferry Road, Catawba, SC 29704 and a Notice of Process contact of CT Corporation System, 5400D Big Tyler Road, Charleston, WV 25313.
3. At all times relevant herein, Defendant Resolute had met the definitions of an "employer" under all applicable statutes.

4. On or about March 2, 2015, Plaintiff Kinney was hired as a full time Material Handler with Defendant Resolute at the Fairmont, West Virginia location.
5. Prior to his full time position, plaintiff performed work for Defendant through a temporary agency for approximately two (2) years.
6. During the duration of his employment, Plaintiff performed his job duties in a satisfactory or above satisfactory manner
7. Plaintiff was diagnosed as suffering from Gout Arthritis, and at all times relevant herein, Plaintiff fully disclosed said disability to Defendant.
8. Plaintiff's medical condition often made it difficult to work forcing him to leave work to seek medical attention. Plaintiff obtained work excuses from his treating physician for the days when he had to do so.
9. Due to his condition, Plaintiff requested to be transferred from his position as Material Handler to the position he worked during his employment through the temporary agency. Plaintiff's request was denied as his supervisor stated that he would not permit Plaintiff to do "light duty".

COUNT ONE – Violation of FMLA

10. Plaintiff hereby realleges each and every allegation contained in paragraphs one (1) through nine (9) of this Complaint is if fully rewritten herein.
11. Defendant Resolute is a covered employer under the FMLA as it employs 50 or more employees.
12. Plaintiff is a covered employee as he worked for Defendant Resolute for a minimum of 12 months and worked a minimum of 1250 hours over the previous

12 months. Specifically, Plaintiff worked for Resolute through a temporary employment agency for over 12 months.

13. On or about March of 2015, Plaintiff informed his supervisors at Defendant that his gout arthritis was interfering with his ability to work and that he would require medical treatment for the same.

14. Defendant failed to provide proper notice of Plaintiff's rights under FMLA

15. Plaintiff's medical condition qualified him for FMLA leave as it was a serious health condition that prevented him from performing the essential functions of his job.

16. Defendant wrongfully denied Plaintiff of FMLA benefits and wrongfully terminated him on the grounds of absenteeism.

17. As a result of the acts and/or omissions of Defendant, Plaintiff has suffered injuries and damages as hereinafter set forth.

COUNT TWO – ADA Discrimination and failure to provide an accommodation

18. Plaintiff hereby realleges each and every allegation set forth in paragraphs one (1) through fifteen (15) of this Complaint as if fully rewritten herein.

19. At all times relevant herein, Plaintiff is a member of a protected class based on disability.

20. Plaintiff requested Defendant provide him an accommodation by allowing him to return to his prior position.

21. Defendant refused Plaintiff request for an accommodation despite requested accommodation being reasonably available.

22. Based upon information and belief and at all times relevant herein, Defendant Resolute's termination of Plaintiff's employment was motivated in whole, or in substantial part, by Plaintiff's disability.

23. As a direct and proximate result of the unlawful termination of Plaintiff's employment, Plaintiff has lost and will continue to lose wages and/or benefits in an amount to be determined by the Court entitling him to restitution of all lost wages and benefits and/or injunctive relief reinstating him to any benefits to which he is entitled.

DAMAGES

24. Plaintiff hereby realleges each and every allegation contained in paragraphs one (1) through nineteen (19) as if fully rewritten herein.

25. As a direct and proximate result of the wrongful acts and/or omissions of Defendant, Plaintiff has suffered damages including the following: past lost wages or back pay, past lost benefits, future lost wages or front pay, future loss of benefits, financial distress, fear, humiliation, embarrassment, past anxiety and emotional distress, future anxiety and emotional distress, attorney fees, litigation costs and other injuries.

WHEREFORE, Plaintiff Travis Kinney prays that the Court enter judgment in his favor and against Defendant Resolute FP US, Inc., for compensatory damages to which he is entitled for the wrongs alleged against Defendant in the counts of this Complaint in an amount in excess of the jurisdictional limits of this Court and for punitive damages in an amount that will punish Defendant and deter Defendant.

from committing this type of conduct in the State of West Virginia in the future, and by setting an example, deter other employers from committing this type of conduct in the State of West Virginia in the future and in such amount as will satisfy all other reasons of law and public policy for an award of punitive or exemplary damages. Plaintiff, Travis Kinney, further demands attorney fees incurred in attempting to reach settlement with Defendant Resolute, and further requests attorney fees, pre-judgment interest, post-judgment interest, costs and for such other relief as the Court or Jury deems just.

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY ON ALL ISSUES.

Respectfully submitted,



Of Counsel

Erika Klie Kolenich, Esq. (#9880)
Karl Kolenich, Esq. (#12446)
Klie Law Offices, PLLC
85 W. Main Street
Buckhannon, WV 26201
Telephone: (304) 472-5007
Facsimile: (304) 472-1126
ehklie@klie-lawoffices.com
karl@klie-lawoffices.com

Jun.16.2015 03:46 PM Fairmont Veterinary Hospi 3043630930

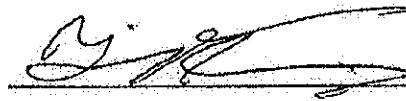
PAGE. 5

VERIFICATION

STATE OF WV;

COUNTY OF Marion; TO-WIT:

I, **Travis Kinney**, the Plaintiff named in the foregoing COMPLAINT after being first duly sworn, do hereby swear that the facts and allegations therein contained are true, except insofar as they are therein stated to be upon information and belief, and insofar as they are therein stated to be upon information and belief, I believe them to be true.

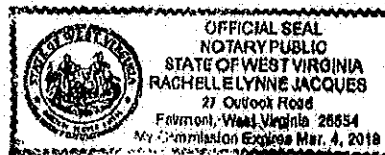


Travis Kinney

Taken, subscribed, and sworn to before me, a Notary Public, by Travis Kinney, on this the 16 day of June, 2015.

My Commission expires: March 4, 2018

Rachelle Lynne Jacques
Notary Public



COVER SHEET

ELECTRONICALLY FILED
6/17/2015 2:00 PM
CK-24-2015-C-135
CIRCUIT COURT OF
MARION COUNTY, WV
RHONDA STARN

GENERAL INFORMATION

IN THE CIRCUIT COURT OF MARION COUNTY WEST VIRGINIA

Travis J. Kinney v. Resolute FP US., Inc.

First Plaintiff:

☐ Business ☒ Individual
☐ Government ☐ Other

First Defendant:

☒ Business ☐ Individual
☐ Government ☐ Other

Judge:

Judge Michael J. Alois

COMPLAINT INFORMATION

Case Type: Civil

Complaint Type: Other

Origin:

☒ Initial Filing ☐ Appeal from Municipal Court ☐ Appeal from Magistrate Court

Jury Trial Requested:

☐ Yes ☒ No ☐ N/A

Mediation Requested:

☐ Yes ☒ No

Substantial Hardship
Requested:

☐ Yes ☒ No

ELECTRONICALLY FILED
6/17/2015 2:00 PM
CK-24-2015-C-135
CIRCUIT COURT OF
MARION COUNTY, WV
RHONDA STARN

CIVIL CASE INFORMATION STATEMENT
CIVIL CASES
(Other than Domestic Relations)

In the Circuit Court, Marion County, West Virginia

I. CASE STYLE:

Plaintiff(s)

Case # _____

Travis Kinney

Judge: _____

c/o Klie Law Offices, PLLC

85 W. Main St., Buckhannon, WV 26201

vs.

Defendant(s) Resolute FP US, Inc.

**Days to
Answer**

Type of Service

CT Corporation Systems, 5400 D Big Tyler Road

30

Secretary of State

Street
Charleston, WV 25313

City, State, Zip

Street

City, State, Zip

Street

City, State, Zip

Street

City, State, Zip

Original and 3 copies of complaint enclosed/attached.

PLAINTIFF: Travis Kinney
DEFENDANT: Resolute FP US, Inc.

CASE NUMBER:

II. TYPE OF CASE:

- | | |
|---|---|
| <input checked="" type="checkbox"/> General Civil | <input type="checkbox"/> Adoption |
| <input type="checkbox"/> Mass Litigation
(As defined in T.C.R. Rule XIX (c)) | <input type="checkbox"/> Administrative Agency Appeal |
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Civil Appeal from Magistrate Court |
| <input type="checkbox"/> Carpal Tunnel Syndrome | <input type="checkbox"/> Miscellaneous Civil Petition |
| <input type="checkbox"/> Diet Drugs | <input type="checkbox"/> Mental Hygiene |
| <input type="checkbox"/> Environmental | <input type="checkbox"/> Guardianship |
| <input type="checkbox"/> Industrial Hearing Loss | <input type="checkbox"/> Medical Malpractice |
| <input type="checkbox"/> Silicone Implants | |
| <input type="checkbox"/> Other: _____ | |
- ☐ Habeas Corpus/Other Extraordinary Writ
- ☐ Other: _____

III. JURY DEMAND: ☒ Yes ☐ No

CASE WILL BE READY FOR TRIAL BY (MONTH/YEAR): 12 / 2016

IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS DUE TO A DISABILITY? ☐ YES

☒ NO

IF YES, PLEASE SPECIFY:

- ☐ Wheelchair accessible hearing room and other facilities
- ☐ Interpreter or other auxiliary aid for the hearing impaired
- ☐ Reader or other auxiliary aid for the visually impaired
- ☐ Spokesperson or other auxiliary aid for the speech impaired
- ☐ Other: _____

Attorney Name: Karl Kolenich, (12446)

Firm: Klie Law Offices, PLLC

Address: 85 W. Main St. Buckhannon, WV

Telephone: (304) 472-5007

Dated: 6/17/15

Representing:

☒ Plaintiff ☐ Defendant

☐ Cross-Complainant ☐ Cross-Defendant



Signature

☐ Proceeding Without an Attorney

West Virginia E-Filing Notice

CK-24-2015-C-135

Judge: Judge Michael J. Aloï

To: Karl J Kolenich
karl@klienlawoffices.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MARION COUNTY, WEST VIRGINIA
DIVISION I

Travis J. Kinney v. Resolute FP US., Inc.
CK-24-2015-C-135

The following complaint was FILED on 6/17/2015 2:00:06 PM

Notice Date: 6/17/2015 2:00:06 PM

RHONDA STARN
CLERK OF THE CIRCUIT COURT
MARION COUNTY
219 ADAMS STREET, ROOM 211
FAIRMONT, WV 26554

304-367-5360

F/C SUMMONS



IN THE CIRCUIT COURT OF MARION COUNTY WEST VIRGINIA
Travis J. Kinney v. Resolute FP US., Inc.

Service Type: Secretary of State - Certified

NOTICE TO: Resolute FP US., Inc., 5400 D. Big Tyler Road, Charleston, WV 25313

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE OPPOSING PARTY'S ATTORNEY:

Karl J Kolenich, 115 Island Ave, Buckhannon, WV 26201

THE ANSWER MUST BE MAILED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.

SERVICE:

6/17/2015 2:00:06 PM

Date

/s/ RHONDA STARN

Clerk

RETURN ON SERVICE:

☐ Return receipt of certified mail received in this office on _____

☐ I certify that I personally delivered a copy of the Summons and Complaint to _____

Date

Server's Signature

*Summons & Complaint forwarded
to SOS for service
w/checked 006058*

Request for Legal Process to be Served by the West Virginia Secretary of State

Please serve the named defendant, Resolute FP US, Inc., in the attached matter according to the provision of law cited below. The fee of \$20 per defendant required by W. Va. Code §59-1-2 is attached (\$30 if defendant is out of U.S.). Check all applicable:

- ☐ §21A-5-17c Service on non-resident employer & others liable for unemployment compensation payments
- ☐ §29-19-14 Service on professional fund raising counsel, nonresident charitable organizations or professional solicitors soliciting contributions from people in this State
- ☐ §31D-5-504 & §56-3-13 Service on authorized domestic corporation
- ☒ §31D-15-1510 Service on authorized foreign corporation
- ☐ §31D-15-1510 Service on unauthorized foreign corporation
- ☐ §31B-1-111 & §31B-9-906 Service on authorized domestic or foreign limited liability company
- ☐ §33-4-12 Service on licensed insurer
- ☐ §33-4-13 & §33-2-22 Service on unlicensed or unauthorized foreign insurer
- ☐ §38-1A-7 & §38-1A-8 Service on non-resident trustee of a security trust
- ☐ §46A-2-137 Service on certain nonresidents under WV Consumer Credit and Protection Act
- ☐ §47-9-4 Service on authorized domestic or foreign limited partnership formed under §47-9, or limited liability partnership (LLP) formed under §47B-10 (see also §56-3-13a, §47B-9-6)
- ☐ §47-9-4 Service on unauthorized foreign limited partnership or LLP
- ☐ §56-3-31 Service on nonresident motor vehicle operator involved in an accident in this state, or on his/her insurer
- ☐ §56-3-33(a) Service on individual under the long-arm statute because the individual is:
- ☐ (1) Transacting business in this state
 - ☐ (2) Contracting to supply services or things in this State
 - ☐ (3) Causing tortious injury in this state by act or omission (see §56-3-33(4) for description of causing tortious injury)
 - ☐ (4) Non-support of minor children (pursuant to *Lozinski v. Lozinski*)
 - ☐ (5) Causing injury in this State by breach of warranty
 - ☐ (6) Having interest in, using or possessing real property in this State
 - ☐ (7) Contracting to insure person, property or risk located in WV at the time of contracting
- ☐ §38-5A-5 Service of suggestee execution as provided for in §38-5A

IN THE CIRCUIT COURT OF MARION COUNTY, WEST VIRGINIA

TRAVIS J. KINNEY

Plaintiff,

v.

CASE NUMBER: 15-C-135

FIBREK RECYCLING, U.S. INC.

Defendant.

AMENDED COMPLAINT

Now comes the Plaintiff, Travis Kinney, and for his cause of action against the Defendant Fibrek Recycling, U.S. Inc. states and alleges as follows, to-wit:

PREFACE

1. Plaintiff, Travis Kinney (hereinafter referred to as "Plaintiff" or "Plaintiff Kinney") is an adult individual and resident of the state of West Virginia.
2. Based upon information and belief, Defendant Fibrek Recycling, U.S. Inc. (hereinafter referred to as "Defendant" or "Defendant Fibrek") is a foreign corporation licensed and authorized to do business in the state of West Virginia and does actively and systematically conduct, contract and transact business in West Virginia; Defendant Fibrek has a principal office address located at 702 AFR Drive, Fairmont, WV 26554 and a Notice of Process contact of CT Corporation System, 5400D Big Tyler Road, Charleston, WV 25313.
3. At all times relevant herein, Defendant Fibrek had met the definitions of an "employer" under all applicable statutes.

4. On or about March 2, 2015, Plaintiff Kinney was hired as a full time Material Handler with Defendant Fibrek at the Fairmont, West Virginia location.
5. Prior to his full time position, plaintiff performed work for Defendant through a temporary agency for approximately two (2) years.
6. During the duration of his employment, Plaintiff performed his job duties in a satisfactory or above satisfactory manner
7. Plaintiff was diagnosed as suffering from Gout Arthritis, and at all times relevant herein, Plaintiff fully disclosed said disability to Defendant.
8. Plaintiff's medical condition often made it difficult to work forcing him to leave work to seek medical attention. Plaintiff obtained work excuses from his treating physician for the days when he had to do so.
9. Due to his condition, Plaintiff requested to be transferred from his position as Material Handler to the position he worked during his employment through the temporary agency. Plaintiff's request was denied as his supervisor stated that he would not permit Plaintiff to do "light duty".

COUNT ONE – Violation of FMLA

10. Plaintiff hereby realleges each and every allegation contained in paragraphs one (1) through nine (9) of this Complaint is if fully rewritten herein.
11. Defendant Fibrek is a covered employer under the FMLA as it employs 50 or more employees.
12. Plaintiff is a covered employee as he worked for Defendant Fibrek for a minimum of 12 months and worked a minimum of 1250 hours over the previous 12 months.

Specifically, Plaintiff worked for Fibrek through a temporary employment agency for over 12 months.

13. On or about March of 2015, Plaintiff informed his supervisors at Defendant that his gout arthritis was interfering with his ability to work and that he would require medical treatment for the same.

14. Defendant failed to provide proper notice of Plaintiff's rights under FMLA

15. Plaintiff's medical condition qualified him for FMLA leave as it was a serious health condition that prevented him from performing the essential functions of his job.

16. Defendant wrongfully denied Plaintiff of FMLA benefits and wrongfully terminated him on the grounds of absenteeism.

17. As a result of the acts and/or omissions of Defendant, Plaintiff has suffered injuries and damages as hereinafter set forth.

COUNT TWO – ADA Discrimination and failure to provide an accommodation

18. Plaintiff hereby realleges each and every allegation set forth in paragraphs one (1) through fifteen (15) of this Complaint as if fully rewritten herein.

19. At all times relevant herein, Plaintiff is a member of a protected class based on disability.

20. Plaintiff requested Defendant provide him an accommodation by allowing him to return to his prior position.

21. Defendant refused Plaintiff request for an accommodation despite requested accommodation being reasonably available.

22. Based upon information and belief and at all times relevant herein, Defendant Fibrek's termination of Plaintiff's employment was motivated in whole, or in substantial part, by Plaintiff's disability.

23. As a direct and proximate result of the unlawful termination of Plaintiff's employment, Plaintiff has lost and will continue to lose wages and/or benefits in an amount to be determined by the Court entitling him to restitution of all lost wages and benefits and/or injunctive relief reinstating him to any benefits to which he is entitled.

DAMAGES

24. Plaintiff hereby realleges each and every allegation contained in paragraphs one (1) through nineteen (19) as if fully rewritten herein.

25. As a direct and proximate result of the wrongful acts and/or omissions of Defendant, Plaintiff has suffered damages including the following: past lost wages or back pay, past lost benefits, future lost wages or front pay, future loss of benefits, financial distress, fear, humiliation, embarrassment, past anxiety and emotional distress, future anxiety and emotional distress, attorney fees, litigation costs and other injuries.

WHEREFORE, Plaintiff Travis Kinney prays that the Court enter judgment in his favor and against Defendant Fibrek Recycling, U.S. Inc. for compensatory damages to which he is entitled for the wrongs alleged against Defendant in the counts of this Complaint in an amount in excess of the jurisdictional limits of this Court and for punitive damages in an amount that will punish Defendant and

deter Defendant from committing this type of conduct in the State of West Virginia in the future, and by setting an example, deter other employers from committing this type of conduct in the State of West Virginia in the future and in such amount as will satisfy all other reasons of law and public policy for an award of punitive or exemplary damages. Plaintiff, Travis Kinney, further demands attorney fees incurred in attempting to reach settlement with Defendant Fibrek, and further requests attorney fees, pre-judgment interest, post-judgment interest, costs and for such other relief as the Court or Jury deems just.

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY ON ALL ISSUES.

Respectfully submitted,

/s/ Karl Kolenich
Of Counsel

Erika Klie Kolenich, Esq. (#9880)
Karl Kolenich, Esq. (#12446)
Klie Law Offices, PLLC
85 W. Main Street
Buckhannon, WV 26201
Telephone: (304) 472-5007
Facsimile: (304) 472-1126
ehklie@klielawoffices.com
karl@klielawoffices.com

IN THE CIRCUIT COURT OF MARION COUNTY, WEST VIRGINIA

TRAVIS J. KINNEY

Plaintiff,

v.

CASE NUMBER: 15-C-135

FIBREK RECYCLING, U.S. INC.

Defendant.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing "Amended Complaint" was served upon counsel of record for Defendant this 20th day of July, 2015 by way of United States Mail, postage prepaid and by email to the following:

Lauren Diulus
Jackson Lewis, P.C.
One PPG Place, 28th Floor
Pittsburgh, PA 15222
E-mail: Lauren.Diulus@jacksonlewis.com

Respectfully submitted,

/s/ Karl Kolenich
Of Counsel

Erika Klie Kolenich, Esq. (#9880)
Karl Kolenich, Esq. (#12446)
Klie Law Offices, PLLC
85 W. Main Street
Buckhannon, WV 26201
Telephone: (304) 472-5007
Facsimile: (304) 472-1126
ehklie@klielawoffices.com
karl@klielawoffices.com

ELECTRONICALLY FILED
7/20/2015 1:39 PM
CK-24-2015-C-135
CIRCUIT COURT OF
MARION COUNTY, WV
RHONDA STARN

COVER SHEET

GENERAL INFORMATION

IN THE CIRCUIT COURT OF MARION COUNTY WEST VIRGINIA

Travis J. Kinney v. Resolute FP US., Inc.

First Plaintiff:

☐ Business ☒ Individual
☐ Government ☐ Other

First Defendant:

☒ Business ☐ Individual
☐ Government ☐ Other

Judge:

Judge Michael J. Aloï

COMPLAINT INFORMATION

Case Type: Civil

Complaint Type: Other

Origin:

☐ Initial Filing ☐ Appeal from Municipal Court ☐ Appeal from Magistrate Court

Jury Trial Requested:

☐ Yes ☒ No ☐ N/A

Mediation Requested:

☐ Yes ☒ No

**Substantial Hardship
Requested:**

☐ Yes ☐ No

West Virginia E-Filing Notice

CK-24-2015-C-135

Judge: Judge Michael J. Aloia

To: Resolute FP US., Inc.
5400 D. Big Tyler Road
Charleston, WV 25313

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MARION COUNTY, WEST VIRGINIA
DIVISION I

Travis J. Kinney v. Resolute FP US., Inc.

CK-24-2015-C-135

The following amended complaint was FILED on 7/20/2015 1:39:52 PM

Notice Date: 7/20/2015 1:39:52 PM

RHONDA STARN
CLERK OF THE CIRCUIT COURT
MARION COUNTY
219 ADAMS STREET, ROOM 211
FAIRMONT, WV 26554

304-367-5360